

County of Los Angeles

Sheriff's Department Headquarters
4700 Ramona Boulevard
Monterey Park, California 91754-2169



LEROY D. BACA, SHERIFF

November 29, 2006

Deputy John Sanchez, #[redacted]
[redacted]

Dear Deputy Sanchez:

You are hereby notified that it is the intention of the Sheriff's Department to suspend you without pay from your position of Deputy Sheriff, Item No. 2708A, with this Department for a period of thirty (30) days.

An investigation under File Number IAB 2163476, conducted by Lennox Station, coupled with your own statements, has established the following:

1. That in violation of Manual of Policy and Procedures Section 3-01/030.10, Obedience to Laws, Regulations and Orders, on or about January 5, 2006, after asking Lieutenant Fedele to review a Search Warrant and associated documents, you then failed to obey the direct order of Lieutenant Fedele to return to court and obtain the judge's signature on the correct search warrant form with the appropriate "Night Search" endorsement.

2. That in violation of Manual of Policy and Procedures Section 3-01/100.35, False Information in Records, on or about January 6, 2006, you handed Lieutenant Fedele a Search Warrant which contained"altered" information.

3. That in violation of Manual of Policy and Procedures Section 3-01/040.70, False Statements, on or about January 6, 2006, you made false and/or misleading statements to a supervisor, including but not limited to:

a) that you were unable to explain how the alterations on the search warrant came to be, and/or;

b) that you had personally taken the warrant for re-signature when, in fact, you had not, and/or;

c) insisting the warrant had been re-signed by the Magistrate, and/or;

d) initially denying you had modified the warrant.

4. That in violation of Manual of Policy and Procedures Section 3-01/050.10, Performance to Standards, on or about January 5, 2006, you failed to conform to the work standards established for your rank and/or position when you provided false information on a court document and/or lied to a supervisor regarding having the document re-signed by a Magistrate.

In taking this disciplinary action, your record with this Department has been considered, and a thorough review of the incident has been made by Department executives, including your Unit and Division Commanders.

You have the right to grieve this disciplinary action within ten (10) business days of receipt of this letter. Your grievance procedures may be found in your classification's negotiated Memorandum of Understanding.

Failure to respond to this Letter of Intent within ten (10) business days will be considered a waiver of your right to grieve and will result in the imposition of this discipline indicated herein.

At the time of service of this letter of intent, you were provided with a copy of the material on which the discipline is based. If you are unable to access the information provided in the enclosed CD, you may contact Susan Young, of Internal Affairs Bureau, at [redacted], and arrange an appointment for assistance in this regard.

The Sheriff's Department reserves the right to amend and/or add to this letter.

Sincerely,

LEROY D. BACA, SHERIFF

Original Signed

Kevin A. Goran, Captain
Commander, Lennox Station

KAG:KM:sy

c: Advocacy Unit
Employee Relations Unit
Ronnie M. Williams, Chief, Field Operations Region II
Internal Affairs Bureau
Office of Independent Review (OIR)
(File # IAB 2163476)



County of Los Angeles
Sheriff's Department Headquarters
4700 Ramona Boulevard
Monterey Park, California 91754-2169



Leroy D. Baca, Sheriff

December 2, 2008

Deputy John Sanchez, #[redacted]
[redacted]

Dear Deputy Sanchez:

On February 20, 2007, you were served with a Letter of Imposition under under IAB File No. 2163476, indicating you were being suspended without pay for a period of thirty (30) days effective February 21, 2007 through March 22, 2007.

The discipline was subsequently modified pursuant to a settlement agreement which was signed on November 25, 2008. As a result of the settlement agreement, you are hereby notified that you have been suspended from your position of Deputy Sheriff, Item No. 2708A, with this Department for a period of fifteen (15) days. However, in accordance with the settlement agreement, five (5) of the fifteen (15) days will be held in abeyance for a period of twelve (12) months which will end on November 24, 2009. All Department records will reflect, nevertheless, that you received a fifteen (15) day suspension. If you should become the Subject of a founded administrative investigation, involving similar violations, within the prescribed twelve (12) month time period of the settlement agreement, the five (5) days held in abeyance will be imposed. Additionally, you will be subject to further discipline for each and every founded violation of the Department's Manual of Policy and Procedures.

An investigation under File Number IAB 2163476, conducted by Lennox Station, coupled with your own statements, has established the following:

1. That in violation of Manual of Policy and Procedures Section 3-01/030.10, Obedience to Laws, Regulations and Orders, on or about January 5, 2006, after asking Lieutenant Fedele to review a Search Warrant and associated documents, you then failed to obey the direct order of Lieutenant Fedele to return to court and obtain the judge's signature on the correct search warrant form with the appropriate "Night Search" endorsement.

2. That in violation of Manual of Policy and Procedures Section 3-01/040.70, False Statements, on or about January 6, 2006, you initially provided misleading statements to a supervisor, including but not limited to:

    a) that you were unable to explain how the alterations on the search warrant came to be, and/or;

    b) that you had personally taken the warrant for re-signature when, in fact, you had not, and/or;

    c) insisting the warrant had been re-signed by the Magistrate, and/or;

    d) initially denying you had modified the warrant.

3. That in violation of Manual of Policy and Procedures Section 3-01/050.10, Performance to Standards, on or about January 5, 2006, you failed to conform to the work standards established for your rank and/or position when you provided altered information on a search warrant to Lieutenant Fedele and/or initially mislead a supervisor regarding having the document re-signed by the Magistrate.

The Sheriff's Department reserves the right to amend and/or add to this letter.

Sincerely,

LEROY D. BACA, SHERIFF

Karyn Mannis

Karyn Mannis, Captain
Internal Affairs Bureau

SETTLEMENT AGREEMENT

PRELIMINARY STATEMENT

This agreement is entered into between the Los Angeles County Sheriff's Department (hereinafter referred to as "Department") and Deputy John Sanchez, Employee Number [redacted], (hereinafter referred to as "Deputy Sanchez").

RECITALS

The Department and Deputy Sanchez are interested parties in the investigation under Internal Affairs Bureau No. 2163476. Both desire to resolve all disputes arising as the result of that investigation, to avoid litigation and further administrative process upon the terms and conditions hereinafter set forth.

NOW THEREFORE, the Department and Deputy Sanchez, for and in consideration of the mutual covenants herein, agree as follows:

1. The Department, upon execution of this agreement, shall reduce the thirty (30) day imposed suspension to a fifteen (15) day suspension pursuant to Internal Affairs Bureau's Investigation No. 2163476 which Deputy Sanchez accepts without appeal. A revised Letter of Imposition shall be written with revised charges as set forth in paragraph seven.

2. Of the remaining fifteen (15) day suspension, ten (10) suspension days will be deemed to have been served on February 21, 2007 through March 2, 2007. The remaining five (5) suspension days will be held in abeyance for a period of 12 months from the date of execution of this settlement agreement. Deputy Sanchez agrees that he will abide by all the conditions set forth and contained within this Settlement Agreement.

3. Deputy Sanchez understands that if he becomes the subject of a founded investigation involving similar types of conduct within the 12 month period, the five (5) suspension days held in abeyance shall be imposed. Deputy Sanchez understands that he will be subject to additional discipline for each and every founded violation of the Department's Manual of Policy and Procedures.

4. In addition, Deputy Sanchez will be reimbursed for twenty (20) suspension days that he served from March 3, 2007 through March 22, 2007.

5. Both parties agree and understand that Deputy Sanchez' record will reflect that a fifteen (15) day suspension was imposed and may be used for purposes of demonstrating "progressive discipline."

6. Further, Deputy Sanchez must prepare and give a presentation at patrol briefing about the importance of properly complying with the search warrant process and judicial integrity at a time and place to be determined by his station Captain within the above described 12-month period.. Deputy Sanchez' failure to complete and present the this briefing and presentation within the time limit stated herein will result in the imposition of the five (5) day suspension held in abeyance as set forth in numbered paragraph 3.

7. The revised Letter of Imposition shall read as follows:

   1) Charge No. 1 will remain the same.

   2) Charge No. 2 will be withdrawn.

   3) Charge No. 3 will be revised as follows: "That in violation of Manual of Policy and Procedures Sections 3-01/040.70, False Statements, on or about January 6, 2006, you initially provided misleading statements to a supervisor, including but not limited to:

      a) that you were unable to explain how the alterations on the search warrant came to be, and/or;

      b) that you had personally taken the warrant for re-signature when, in fact, you had not, and/or;

      c) insisting the warrant had been re-signed by the Magistrate, and/or;

      d) initially denying you had modified the warrant."

   4) Charge No. 4 will be revised as follows: "That in violation of Manual of Policy and Procedures Section 3-01/050.10, Performance to Standards, on or about January 5, 2005, you failed to confirm to the work standards established for your rank and/or position when you provided altered information on a search warrant to Lieutenant Fedele and/or initially mislead a supervisor regarding having the document re-signed by a Magistrate."

8. Moreover, Deputy Sanchez agrees to waive all rights in IAB Case Number 2163476 pursuant to Skelly v. State Personnel Board (1975) 15 Cal.3d 194 Cal.Rptr. 14.

9. Deputy Sanchez agrees to waive any and all further administrative or judicial remedies with respect to the discipline as stated herein, including but not limited to the Los Angeles County Civil Service Commission or the Los Angeles County Employee Relations Commission.

10. The parties further agree that this settlement shall not be considered, cited or used in any future dispute between the Department and any other department employee as establishing precedent or past employment practice. This Agreement resolves the dispute between Deputy Sanchez and the Department, and is not to be applied to any other facts or disputes.

11. In consideration of the terms and conditions set forth herein, Deputy Sanchez agrees to fully release, acquit and forever discharge the County, their heirs, successors, assigns, and legal representatives from any and all liability whatsoever for any and all claims arising out of or connected with the employment relationship between the County and Deputy Sanchez concerning the subject matter referred to herein. Additionally, Deputy Sanchez specifically acknowledges that he has not been the subject of discrimination in any form, including but not limited to discrimination based upon age, race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status or sex, and that he has no claim against the Department for any such discrimination, whether any such claim is presently known or not known to him.

12. The employee further agrees, with regard to this litigation, to relinquish and expressly waives all rights conferred upon him by the provisions of California Civil Code Section 1542, which reads as follows:

> "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

13. The parties agree that this Agreement may be specifically enforced in court and may be used as evidence in a subsequent proceeding in which any of the parties allege a breach of this Agreement.

14. The parties agree that the terms of this Agreement shall remain confidential, with the exception of the parties attorney(s) and/or spouse. The parties further agree there shall be no publication of the existence of this Agreement.

15. The parties agree that this is the complete settlement agreement and that no other promises have been made by either party. The parties further agree that no changes may be made to this settlement agreement unless both parties reduce the changes to writing and sign them. The "date of execution" and the "effective date" shall be the latest of the dates set forth below.

I have read the forgoing Settlement Agreement and I accept and agree to the provisions contained therein and hereby execute it voluntarily and with full understanding of its consequences. I further acknowledge that I have been afforded the opportunity to consult with legal counsel prior to signing this agreement.

John Sanchez, #[redacted] — Date: 11-25-08
Deputy Sheriff

As to Form Only:

Deborah Schild, Attorney — Date: 11/25/08
Green & Shinee

FOR THE DEPARTMENT:

CECIL W. RHAMBO, CHIEF — Date
FIELD OPERATIONS REGION II

14. The parties agree that the terms of this Agreement shall remain confidential, with the exception of the parties attorney(s) and/or spouse. The parties further agree there shall be no publication of the existence of this Agreement.

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I have read the forgoing Settlement Agreement and I accept and agree to the provisions contained therein and hereby execute it voluntarily and with full understanding of its consequences. I further acknowledge that I have been afforded the opportunity to consult with legal counsel prior to signing this agreement.

John Sanchez, #[redacted]
Deputy Sheriff

Date

As to Form Only:

Deborah Schild, Attorney
Green & Shinee

Date

FOR THE DEPARTMENT:

CECIL W. RHAMBO, CHIEF
FIELD OPERATIONS REGION II

11/25/08
Date

LOS ANGELES COUNTY DISTRICT ATTORNEY **CHARGE EVALUATION WORKSHEET**	_ Further investigation requested. _ Probation Violation in lieu of filed. X Prosecution declined.	DA CASE NO. 26508663 POLICE CASE NO. (DR OR URN NO.) 406-00003-2003-441	Page 1 of 3 Date: May 19, 2006 DA OFFICE CODE J.S.I.D. 06-0122R

SUSPECT DATA

NO.	SUSPECT NAME	BKNG NO.	CHARGE	REASON
01	SANCHEZ, JOHN	N.I.C.	GC 6200	B - Insufficient evidence

DESCRIPTION

SEE ATTACHED.

STEVE COOLEY District Attorney	COMPLAINT DEPUTY (PRINT) LINDA SUE REISZ/ap	DEPUTY CODE [redacted]	COMPLAINT DEPUTY (SIGNATURE) *[signature]*	REVIEWING DEPUTY *[signature]*

In submitting this matter for consideration of a complaint, written reports of substantially all available evidence (except as to the oral information, if any, purporting to have been given by me and which is fully and correctly stated above) have been submitted to the above-named Deputy (copies of which are attached hereto) except the following:

The disposition of this matter will be final unless the commanding officer requests reconsideration of the case, stating his reasons on the back of this form.

MAILED 5/24/06

OFFICER - SERGEANT JAMES SULLY

LASD - I.C.I.B.

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The Justice System Integrity Division of the Los Angeles County District Attorney's Office has completed its review of allegations that Los Angeles County Sheriff's Deputy John Sanchez, #[redacted] altered a public record, a violation of Government Code Section 6200. For the reasons set forth below, this office declines to initiate criminal proceedings in this matter.

FACTUAL ANALYSIS

The following analysis is based on reports prepared by the Los Angeles County Sheriff's Department (LASD) submitted to this office on February 22, 2006 by Sergeant James Sully, Internal Criminal Investigations Bureau. We have considered the voluntary statement made by Deputy Sanchez.

Deputy Sanchez, while assigned to the Sheriff's Department Lennox Station, prepared a narcotics violation search warrant to search a house in Lawndale. Since Deputy Sanchez had been [redacted], [redacted] and [redacted], and [redacted] he had "downloaded" a blank form for warrants onto his computer to be used as a form for writing future warrants. He completed a search warrant using the form from his computer and obtained approval to have the warrant signed. On January 5, 2006, he obtained approval for service of the search warrant from Los Angeles Superior Court Judge Eudon Ferrell. That evening, he gave the warrant to Lieutenant Daniel Fedele for review.

Lieutenant Fedele informed Deputy Sanchez that the front page of the warrant did not contain the sentence that "night service" was requested and approved. Deputy Sanchez showed the lieutenant that the narrative contained a paragraph requesting night service and supporting the request with the reason for the night search. The lieutenant retrieved a "new" form from the computer which contained the word, "NIGHT SEARCH REQUESTED: YES ( ) NO ( )" next to the Affiant signature line. The words "NIGHT SEARCH APPROVED: YES ( ) NO ( )" were at the bottom next to the judge's signature line. Lieutenant Fedele instructed Deputy Sanchez to take the new form back to the judge and have the warrant signed again.

According to Deputy Sanchez, night service, in his opinion, had been approved by the judge because he had included the request in the narrative of the warrant and affidavit. Deputy Sanchez made the decision, at 5:30 a.m., as he completed his early morning shift, that he did not want to wait until 10:00 a.m. to request the judge to sign the new face page. Instead, he typed the two new sentences into his computer, inserted the signed face page into the printer, and created a page on which the two new sentences appeared. Deputy Sanchez then handwrote an "X" in the yes box to indicate approval of night service. On January 6, 2006, Deputy Sanchez gave this copy of the warrant to Lieutenant Fedele.

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Lieutenant Fedele reviewed the changes made by Deputy Sanchez. He noted that the "new" warrant face page contained handwritten notations on the top right margin which were identical to those on the face page he had reviewed the previous day. He also noticed that the handwriting on the new face page appeared to be a photocopy of the original, with the exception of the "X" mark next to the Magistrate's signature approving "Night Search." The "X" mark was in original ink. Lieutenant Fedele confronted Deputy Sanchez, who admitted that he added the "Night Search" approval to the original warrant face page.

Investigators spoke to Judge Ferrell and showed him the search warrant that he had signed. Judge Ferrell stated that although he did not recall the contents of the warrant, he is typically liberal with the night search endorsement and would have endorsed it in this matter.

CONCLUSION

Government Code Section 6200 prohibits the alteration or falsification of public records. Public records that fall within this code section include city treasurer's ledgers, public administrator's register of probate proceedings, recorded grant deeds, and files containing police reports maintained by law enforcement agencies. Witkin, California Criminal Law 2d, Section 722. A search warrant, however, is an investigative tool which authorizes law enforcement to search, but does not become an official document until after the search has taken place and the warrant return has been filed with the court or the warrant itself has become part of police reports. Deputy Sanchez's conduct is not covered by this statute, or by forgery statutes requiring an intent to deceive.

Therefore, we decline to file criminal charges. We are closing our file and will take no further action in this matter.

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INVESTIGATOR'S LOG

PERSONNEL INVESTIGATION REPORT

SUMMARY OF INTERVIEWS

SANCHEZ, John, Deputy Sheriff #[redacted] (Subject)

EXHIBITS

Exhibit A - ICIB Investigation

Exhibit B - Pages 4 & 5 of ICIB Investigation, initialed by subject

MISCELLANEOUS ATTACHMENTS

Memorandum - Captain Mannis to Captain Goran
Administrative Rights Form (Subject) - Signed by Deputy Sanchez